

**UNITED STATES BANKRUPTCY COURT FOR THE  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION (CLEVELAND)**

**In Re:**

**Anthony John Ferrini**

**Claudia Mary Ferrini**

Debtor(s).

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**Chapter 13 Case No.: 15-13018**

**Judge Arthur I. Harris**

☐ **Original Chapter 13 Plan**

☒ **Modified Chapter 13 Plan, dated 01/25/2018**

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**NOTICE OF SPECIAL PROVISIONS (Check One)**

- ☐ This plan DOES NOT include any provision deviating from the uniform plan in effect at the time of the filing of this case.
- ☒ This plan DOES contain special provisions that must be and are set forth in paragraph 11 below.

**NOTICE OF DISCHARGE ELIGIBILITY**

The Debtor is eligible for discharge unless otherwise indicated below:

- ☐ Debtor is NOT eligible for discharge under 11 U.S.C §1328(f).
- ☐ Joint Debtor is NOT eligible for discharge under 11 U.S.C §1328(f).

**ATTENTION CREDITORS AND PARTIES IN INTEREST**

This plan sets forth how the Debtor or Debtors ("Debtor") propose to pay claims. You should read this plan carefully and discuss it with your attorney. Anyone who wishes to oppose any provision of this plan must file a timely written objection with the court. This plan may be confirmed and become binding without further notice or hearing unless a timely written objection is filed. Creditors must file a proof of claim with the court in order to receive distributions under this plan.

**1. PLAN PAYMENTS**

**A.** The Debtor shall make monthly payments to the Chapter 13 Trustee ("Trustee") in the amount of \$ 3,450.00\* per month ("Plan Payment") for at least the duration of the applicable commitment period, unless all allowed claims are paid in full in a shorter period of time.

**B.** (Check One)

- ☐ The applicable commitment period is 36 months.
- ☒ The applicable commitment period is 60 months.

**C.** Unless the court orders otherwise, the plan will not be considered complete until either (i) all allowed claims are paid in full, or (ii) the plan has run for at least the applicable commitment period and at least the amount specified in paragraph 7 has been paid to unsecured creditors.

**D.** Trustee may increase the Plan Payment during the term of the plan as necessary to reflect increases, if any, in any conduit payments paid by the Trustee.

**2. DISTRIBUTIONS**

**A.** After confirmation of this plan, funds available for distribution will be paid monthly by the Trustee in the following order: (i) Trustee's authorized percentage fee and/or administrative expenses; (ii) attorney fees as allowed under applicable rules and guidelines; (iii) conduit payments as provided for in paragraph 3(C); (iv) monthly payments as provided for in paragraph 5(C); (v) monthly payments as provided for in paragraphs 3(A), 3(B), 4(A), 4(B) and 9; (vi) monthly payments as provided for in paragraph 6; and (vii) general unsecured claims.

**B.** If the Trustee has received insufficient funds from the Debtor to make the conduit payment, the Trustee may accumulate funds until sufficient funds are available for distribution of a full monthly payment. The Trustee may distribute amounts different from the monthly payments specified in the plan if the Trustee determines such deviation is appropriate or reasonably necessary for the administration of the plan.

**C.** Unless a claim objection is sustained, a motion to value collateral or to avoid a lien is granted, or the court orders otherwise, distributions on account of claims in paragraphs 3(A), 3(C), 4(A), 5, 6, 7 and 9 will be based upon the classification and amount stated in each claim holder's proof of claim rather than any classification or amount stated in this plan. Conversely, distributions on account of claims in paragraphs 3(B), 4(B) and 4(C) will be based upon the classification and amount stated in the plan rather than the classification and amount stated in the claim holder's proof of claim. Unless otherwise set or mandated by statute, interest on all secured personal property claims provided for in this plan shall be paid pursuant to paragraph 4(D).

### 3. CLAIMS SECURED BY REAL PROPERTY

#### A. Mortgage Arrearages and Real Estate Tax Arrearages (Paid per the Proof of Claim)

Trustee shall pay the monthly payment amount to allowed claims for mortgage arrearages and real estate tax arrearages. Note: If the Trustee will not be making the continuing mortgage payments, the Debtor is responsible for paying all post-petition mortgage payments that ordinarily come due beginning with the first payment due after the filing of the case.

<u>Creditor</u>	<u>Property Address</u>	<u>Estimated Arrearage Claim</u>	<u>Monthly Payment on Arrearage Claim (Paid by Trustee)</u>
Statebridge Company	Residence at 27347 Maurer Drive, Olmsted Township, OH (value derived from BPO performed by local realtor)	14,913.99	514.28

#### B. Other Real Estate Claims (Paid per the Plan)

Trustee shall pay the monthly payment amount to creditors up to the amount and interest rate as specified below. The portion of any allowed claim that exceeds the amount to be paid through the plan shall be treated as an unsecured claim. Unless the court orders otherwise, upon confirmation, the amount, interest rate and monthly payment specified below will be binding under 11 U.S.C §1327.

<u>Creditor</u>	<u>Property Address</u>	<u>Amount to be Paid Through the Plan</u>	<u>Interest Rate</u>	<u>Monthly Payment (Paid by Trustee)</u>
Woodgate Farm Homeowners Assoc	Residence at 27347 Maurer Drive, Olmsted Township, OH (value derived from BPO performed by local realtor)	1,195.00	0.00%	21.73

#### C. Conduit Payments

Trustee shall pay the regular monthly mortgage payments beginning with the first payment due after the filing of the case (or the first payment due after the filing of a modified plan if the modified plan proposes to change the treatment of a mortgage from "non-conduit" to "conduit"). Unless real estate taxes and insurance are included in the mortgage payments to be paid by the Trustee pursuant to the Plan, the Debtor shall remain responsible for paying those obligations as they become due. Note: If the Trustee is making the continuing monthly mortgage payments, the mortgage creditor must also be listed in paragraph 3(A) above.

<u>Creditor</u>	<u>Property Address</u>	<u>Monthly Payment (Paid by Trustee)</u>
Statebridge Company	Residence at 27347 Maurer Drive, Olmsted Township, OH (value derived from BPO performed by local realtor)	2,336.80

**4. CLAIMS SECURED BY PERSONAL PROPERTY****A. Secured Claims (Paid per the Proof of Claim)**

Claims specified below are debts secured by a purchase money security interest in a vehicle acquired for the personal use of the Debtor for which the debt was incurred within 910 days of filing the bankruptcy petition, or, if the collateral for the debt is any other thing of value, the debt was incurred within one year of filing. Trustee shall pay the following claims, with interest per paragraph 4(D), in equal monthly payments as specified below.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Monthly Payment (Paid by Trustee)</u>
Capital One Auto Finance	2008 Dodge Ram 1500, 2 Style, with over 43,000 miles	264.83

**B. Other Secured Claims (Paid per the Plan)**

Claims specified below are debts secured by personal property not provided for in paragraph 4(A) above. Trustee shall pay the allowed claims up to the secured amount, with interest per paragraph 4(D), in equal monthly payments as specified below. The portion of any allowed claim that exceeds the secured amount will be treated as an unsecured claim. Unless the court orders otherwise, upon confirmation, the secured amount and monthly payment specified below will be binding under 11 U.S.C. §1327.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Secured Amount</u>	<u>Monthly Payment (Paid by Trustee)</u>
-NONE-			

**C. Pre-confirmation Adequate Protection payments (Paid per the Plan)**

Trustee shall pay the monthly payment amount to creditors for pre-confirmation adequate protection as specified below.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Monthly Payment (Paid by Trustee)</u>
-NONE-		

**D. Interest**

The interest rate to be paid on all secured personal property claims provided for in this plan shall be the prime rate plus a risk factor of 2.0%. The applicable prime rate shall be fixed for the life of this plan at the U.S. prime rate shown in the Wall Street Journal for Money Rates as of the date of the entry of the confirmation order. Only through separate order may a party-in-interest obtain court approval to apply a different interest rate. This provision shall not alter interest rates set or mandated by statute.

**5. DOMESTIC SUPPORT OBLIGATIONS (Paid per the Proof of Claim)**

A. Debtor ☐ does ☒ does not have domestic support obligations under 11 U.S.C. §101(14A).

Trustee shall pay under 11 U.S.C. §507(a)(1) on a pro-rata basis the allowed arrearage claims for domestic support obligations. Debtor shall pay all post-petition domestic support obligations as those payments ordinarily come due.

B. Specify the holder(s) of any claims for domestic support obligations under 11 U.S.C. §1302(d) unless the holder is a minor. If the holder of a claim is a minor, the name and address of the minor holder shall be disclosed to the Trustee in a private document contemporaneously with the filing of this plan in compliance with 11 U.S.C. §112.

<u>Holder Name</u>	<u>Address</u>
-NONE-	

C. Trustee shall pay the monthly payment amount to creditors for domestic support obligation arrearages as specified below. Debtor shall pay the holder(s) of non-arrearage claims for domestic support obligations as those payments ordinarily come due unless otherwise specified in paragraph 11 – Special Provisions.

<u>Creditor</u>	<u>Creditor Address</u>	<u>Monthly Payment on Arrearage Claim (Paid by Trustee)</u>

<u>Creditor</u>	<u>Creditor</u>	<u>Monthly Payment</u>
<b>-NONE-</b>	<u>Address</u>	<u>on Arrearage Claim</u>
		<u>(Paid by Trustee)</u>

**6. OTHER PRIORITY CLAIMS (Paid per the Proof of Claim)**

Trustee shall pay the monthly payment amount to creditors for allowed unsecured priority claims as specified below.

<u>Creditor</u>	<u>Monthly Payment</u>
<b>-NONE-</b>	<u>(Paid by Trustee)</u>

**7. GENERAL UNSECURED CLAIMS**

Debtor estimates the total of the non-priority unsecured debt to be \$ 53,541.76. Trustee will pay to creditors with allowed non-priority unsecured claims a pro-rata share of 13,252.17 or 25 %, whichever is greater. Trustee is authorized to increase the amount paid to unsecured creditors in order to comply with paragraph 1 of this plan.

**8. PROPERTY TO BE SURRENDERED**

**A.** Debtor surrenders the property described below and the creditor may file a claim for the deficiency, which will be treated as a non-priority unsecured claim. Any unsecured deficiency claim must be filed by the bar date for claims or allowed by separate order of the court.

<u>Creditor</u>	<u>Property Description</u>
<b>-NONE-</b>	

**9. EXECUTORY CONTRACT AND UNEXPIRED LEASES (Pay per the Proof of Claim)**

All executory contracts and unexpired leases are rejected except the following, which are assumed. Trustee shall pay the monthly payment amount to allowed claims for executory contract arrearages and unexpired lease arrearages as specified below. Debtor shall pay all post-petition payments that ordinarily come due.

<u>Creditor</u>	<u>Property Description</u>	<u>Estimated Arrearage Claim</u>	<u>Monthly Payment on Arrearage Claim (Paid by Trustee)</u>
Ford Cred	2014 Ford Escape Lease with over 29,000 miles (Lease ends Nov 2016) - no equity	1,662.00	127.85
Ford Cred	2014 Ford Escape - regular monthly lease payment		277.00

**10. OTHER PLAN PROVISIONS**

**A.** Property of the estate shall revert in the Debtor ☒ upon confirmation. ☐ upon discharge, dismissal or completion. If the Debtor has not made a designation, property of the estate shall revert in the Debtor upon confirmation. Unless otherwise ordered, the Debtor shall remain in possession of all property of the estate during the pendency of this case. All property in which the Debtor retains possession shall be insured by the Debtor. Trustee shall have no responsibility to insure assets and shall have no liability for damage or loss relating to property which is in the possession and control of the Debtor.

**B.** Notwithstanding the automatic stay, creditors and lessors provided for in paragraphs 3(A), 3(C), and 9 of this plan may continue to mail customary notices or coupons to the Debtor.

**C.** Trustee shall pay any post-petition claim filed and allowed under §1305(a)(1).

**D.** The following co-debtor claims will be paid by the co-debtor outside the plan:

Creditor  
-NONE-

Property Description

# 11. SPECIAL PROVISIONS

This plan shall include the provisions set forth in the boxed area below. **Note: The provisions set forth below will not be effective unless there is a check in the second notice box preceding paragraph 1 of this plan.** Further, these provisions should not contain a restatement of the Bankruptcy Code, Federal Rules of Bankruptcy Procedures, Local Bankruptcy Rules or case law.

- a. THIS IS A STEP PLAN. Debtors shall pay \$3,100.00 Monthly from June 2015 through November 2015; \$3,377.00 from December 2015 through January 2018; and Debtors shall pay \$3,450.00 from February 2018 to the end of the plan.
- b. CitiMortgage: Debtor intends to avoid lien under 522(f)(1) or 522(f)(2).
- c. Pursuant to the resolution of the Motion for Relief from Stay with Creditor, CAB East LLC concerning the 2014 Ford Escape, in addition to the arrearages owed, the Trustee shall pay the monthly payment of \$277.00 directly to Creditor until the expiration of the lease or further order.
- d. The minimum duration of this plan will be equal to the applicable commitment period, which is 60.

/s/ Anthony John Ferrini

Anthony John Ferrini  
DEBTOR

/s/ Claudia Mary Ferrini

Claudia Mary Ferrini  
DEBTOR

Date: JANUARY 25th, 2018

/s/ BRIAN D. FLICK, ESQ>

Brian D. Flick, Esq. #0081605  
ATTORNEY FOR DEBTOR

CERTIFICATE OF SERVICE

I hereby certify that on November 4, 2015, a copy of the foregoing Amended Chapter 13 Plan and Certificate of Service were filed electronically. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

US Trustee's Office - Via email [Trustee@Usdoj.Gov](mailto:Trustee@Usdoj.Gov)

Craig Shopneck, Chapter 13 Trustee - Via email @ [cshopneck13@ecf.epiqsystems.com](mailto:cshopneck13@ecf.epiqsystems.com)

Cynthia A. Jeffrey & Scott Ciupak on behalf of Creditor CAB EAST, LLC  
[bknotice@reimerlaw.com](mailto:bknotice@reimerlaw.com)

Martha R. Spaner & David H. Yunghans on behalf of Creditor Wilmington Savings Fund Society, FSB  
[ohbk@rslegal.com](mailto:ohbk@rslegal.com), [rsbkecfbackup@gmail.com](mailto:rsbkecfbackup@gmail.com); [reisenfeld@ecf.inforuptcy.com](mailto:reisenfeld@ecf.inforuptcy.com)

And via regular US Mail:

ACE Recovery  
450 Blackbrook Road  
Painesville, OH 44077

American Infosource LP as agent  
for TMobile  
PO Box 248848  
Oklahoma City, OK 73124

Capital One Auto Finance  
3800 Golf Drive #105  
Rolling Meadows, IL 60008

Capital One Bank Usa N  
15000 Capital One Dr  
Richmond, VA 23238

CitiMortgage  
ATTN: Bankruptcy Dept.  
1100 Technology Drive  
O Fallon, MO 63368

Cleveland Clinic Hospital  
ATTN: Bankruptcy Dept  
PO Box 931608  
Cleveland, OH 44193

Cleveland Clinic Physicians  
ATTN: Bankruptcy  
PO Box 931608  
Cleveland, OH 44193

Clinic Medical Services Co  
ATTN: Bankruptcy  
PO Box 92237  
Cleveland, OH 44193

Clinical Regional Physicians  
PO Box 77028  
Cleveland, OH 44194

Community Hospitalists  
PO Box 72233  
Cleveland, OH 44192

Computer Collections, Inc.  
640 West Fourth Street  
PO Box 5238  
Winston Salem, NC 27113

Credit Bureau Stark Cty Inc.  
1225 North Main Street  
North Canton, OH 44720

Dermatology Partners  
36701 American Way #3  
Avon, OH 44011

Discover Fin Svcs Llc  
Po Box 15316  
Wilmington, DE 19850

EPS, Inc.  
7123 Pearl Road #201  
Cleveland, OH 44130

Escallate Llc  
5200 Stoneham Rd  
North Canton, OH 44720

Fairview Hospital  
ATTN: Bankruptcy Dept  
6801 Brecksville Rd., #20  
Cleveland, OH 44131

First Credit Inc.  
PO Box 630838  
Cincinnati, OH 45263

First Federal Credit Control  
24700 Chagrin Blvd Ste 205  
Cleveland, OH 44122

Firstcredit  
3250 W Market Suite 304  
Akron, OH 44333

Ford Cred  
Po Box Box 542000  
Omaha, NE 68154

Hospital Medical Practice  
960 Clague Road  
Westlake, OH 44145

JP Recovery  
20220 Center Ridge Road  
Rocky River, OH 44116

Kaman & Cusimano  
50 Public Square #2000  
Cleveland, OH 44113

Mcydsnb  
9111 Duke Blvd  
Mason, OH 45040

Millenium Radiology Assoc.  
5620 Southwyck Blvd.  
Toledo, OH 43614

Montgomery Lunch & Assoc.  
PO Box 22720  
Beachwood, OH 44122

MQC Collection Services, Inc.  
5620 Southwyck Blvd.  
Toledo, OH 43614

North Shore Gastroenterology  
850 Columbia Road, #200  
Westlake, OH 44145

Northcoast Anesthesia Prov. Inc.  
2900 Center Road  
Westlake, OH 44145

Ohio Anesthesia Group  
4665 Douglas Circle NW #100  
Canton, OH 44718

Orthopaedic Associates NEW  
24723 Detroit Road  
Westlake, OH 44145

Pavluk Group  
960 Clague Road #3201  
Westlake, OH 44145

PCS  
2012 Winding Creek Lane  
Mason, OH 45040

Pearl Law Offices, LLC  
9393 Olde Eight Road  
Northfield, OH 44067

Revenue Group  
4780 Hinckley Industrial Pkwy  
Suite #200  
Beachwood, OH 44122

Richard J. Kaplow  
PO Box 39367  
Solon, OH 44139

Robert Stern MD, Inc.  
29101 Health Campus Drive  
Suite #340  
Westlake, OH 44145

SJWS House providers  
PO Box 74852  
Cleveland, OH 44194

Springleaf  
Po Box 64  
Evansville, IN 47701

St. John Medical  
29099 Health Campus Dr. #345  
Westlake, OH 44145

St. John Medical  
29000 Center Ridge Road  
Westlake, OH 44145

Statebridge Company  
4600 S Syracuse St Ste 7  
Denver, CO 80237

Syncb/Jcp  
Po Box 965007  
Orlando, FL 32896

The HMC Group  
29065 Clemens Road, #200  
Westlake, OH 44145

UH Case Medical Center  
Dept 781988  
Detroit, MI 48278

UH Case Medical Center  
PO Box 94564  
Cleveland, OH 44194

UHMP Cardiology  
20800 Harvard Road  
Beachwood, OH 44122

UHMP Radiology  
ATTN: 8792M  
PO Box 14000  
Belfast, ME 04915

UHMP Westlake Internal  
Medicine  
PO Box 14000  
Belfast, ME 04915

United Collection Bureau  
5620 Southwyck Boulevard  
PO Box 140190  
Toledo, OH 43614

Univ. Hosp. Lab Serv Foundation  
PO Box 901967  
Cleveland, OH 44190

University Hosp Medical Group  
PO Box 5467  
Belfast, ME 04915

University Hosp Physician  
Services  
24701 Euclid Avenue  
Euclid, OH 44117

University Hosp Physician  
Services  
960 Clague Road #3201  
Westlake, OH 44145

University Hospital  
ATTN: Bankruptcy Dept  
24701 Euclid Avenue  
Euclid, OH 44117

University Primary Care  
11000 Euclid Avenue #1056  
Cleveland, OH 44106

UPCP White-Owen & V Dubchuk  
11100 Euclid Avenue  
Cleveland, OH 44106

Wasserbauer, Buroker & Pagedar  
290099 Health Campus Dr, #180  
Westlake, OH 44145

West Side Cardiology Assoc.  
20455 Lorain Road, 2nd Floor  
Cleveland, OH 44126

West Side Pathology Assoc SJ  
5700 Southwick Blvd  
Toledo, OH 43614

Woodgate Farm HOA Assoc  
c/o Associated Property Mgmt  
789 W. Lafayette Road  
Medina, OH 44256

/s/ Marc E. Dann  
Marc E. Dann #0039425  
Attorney for Debtors  
The Dann Law Firm Co., LPA